

# EXHIBIT B

akerman

Jordan M. Smith

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March 27, 2019

**VIA FEDEX**

Mr. Mario Castro  
419 West Hills Road  
Melville, NY 11747

**Re: Notice to the Court of Presentment**

*Mario E. Castro v. The Bank of New York Mellon, et al.*

**Case No. 2:17-cv-04375-JS-GRB (U.S. District Court, Eastern Dist. of N.Y.)**

Dear Mr. Castro:

As you know, we represent defendants The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2006-OA11 Mortgage Pass-Through Certificates Series 2006-OA11 (**BoNYM**) and NewRez LLC d/b/a Shellpoint Mortgage Servicing (**Shellpoint**) in the above-referenced action. We received your Notice to the Court of Presentments Sent to Parties (Exhibits – B1 and B2), dated March 21, 2019.

As stated in our January 18, 2019, February 26, 2019, March 22, 2019, and March 26, 2019 letters to you, because neither BoNYM nor Shellpoint has made you any offer, you cannot accept any offer, conditionally or otherwise. There is no contract between you and BoNYM or Shellpoint, as you claim. The monthly mortgage statement is not a contract with "new terms." Your statement provides essential information about the terms of your loan, including the unpaid principal balance on your loan. Because there is no agreement other than the mortgage loan documents themselves, BoNYM and Shellpoint are also not in default.

Please feel free to contact me with any questions.

Thank you.

Sincerely,

Jordan M. Smith

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Natsayi Mawere

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666 Fifth Avenue  
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New York, NY 10103

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January 18, 2019

**VIA FEDEX**

Mario Castro  
419 West Hills Road  
Mellville, NY 11747

**Re: Show of Cause Proof of Claim Demand  
Contract # 2019-01091221MMLJC-WBF4UJCSM-U123899811©**

Dear Mr. Castro:

As you know, we represent defendants The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2006-OA11 Mortgage Pass-Through Certificates Series 2006-OA11 (**BoNYM**) and NewRez LLC d/b/a Shellpoint Mortgage Servicing (**Shellpoint**) in the action titled "Mario E. Castro v. The Bank of New York Mellon, as Trustee for the Certificate Holders of CWALT Inc., Alternative Loan Trust 2006-OA11 Mortgage Pass-Through Certificates 2006-OA11, f/k/a the Bank of NEw York Mellon, Alternative Loan trust 2006-OA11, et al." pending before the United States District Court, Eastern District of New York under Case Number 2:17-cv-04375-JS-GRB. We are in receipt of your enclosed Show of Cause Proof of Claim Demand, dated January 9, 2019. Because neither BoNYM nor Shellpoint has made you any offer, you cannot accept any offer, conditionally or otherwise.

Please feel free to contact me with any questions. Thank you.

Sincerely,



Natsayi Mawere

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February 26, 2019

**VIA FEDEX**

Mario Castro  
419 West Hills Road  
Mellville, NY 11747

Re: Addendum to Agreement/Contract dated February 13, 2019  
Show of Cause Proof of Claim Demand  
Doc. I.D. #: 2019-0211M1221MMLIC-WBF4UJCSM-ADDEN1©  
Contract # 2019-01091221MMLJC-WBF4UJCSM-U123899811©

Dear Mr. Castro:

As you know, we represent defendants The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2006-OA11 Mortgage Pass-Through Certificates Series 2006-OA11 (BoNYM) and NewRez LLC d/b/a Shellpoint Mortgage Servicing (Shellpoint) in the action titled "Mario E. Castro v. The Bank of New York Mellon, as Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2006-OA11 f/k/a The Bank of New York Mellon, Alternative Loan Trust 2006-OA11, et al." pending before the United States District Court, Eastern District of New York under Case Number 2:17-cv-04375-JS-GRB. We are in receipt of your enclosed Addendum to Agreement/Contract, dated February 13, 2019, related to the Show of Cause Proof of Claim Demand, dated January 9, 2019. Because neither BoNYM nor Shellpoint has made you any offer, you cannot accept any offer, conditionally or otherwise. The Court also returned this document to you without docketing or consideration on February 20, 2019, per the enclosed notice. The Court also sent a February 25, 2019 related to your "Show of Cause Proof of Claim Demand" "without docketing or consideration, as it unclear what you are attempting to file" which is also enclosed.

Please feel free to contact me with any questions. Thank you.

Sincerely,



Natsayi Mawere

Encls.

48072892.com

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March 22, 2019

**VIA FEDEX**

Mr. Mario Castro  
419 West Hills Road  
Mellville, NY 11747

**Re: Notice to the Court of Presentment**

*Mario E. Castro v. The Bank of New York Mellon, et al.*

**Case No. 2:17-cv-04375-JS-GRB (U.S. District Court, Eastern Dist. of N.Y.)**

Dear Mr. Castro:

As you know, we represent defendants The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2006-OA11 Mortgage Pass-Through Certificates Series 2006-OA11 (**BoNYM**) and NewRez LLC d/b/a Shellpoint Mortgage Servicing (**Shellpoint**) in the action. We are in receipt of your Notice to the Court of Presentment, a copy of which is enclosed.

As stated in the January 18, 2019 and February 26, 2019 letters to you (both of which are enclosed), because neither BoNYM nor Shellpoint has made you any offer, you cannot accept any offer, conditionally or otherwise. Because no offer has been made and there is no "agreement," BoNYM and Shellpoint are also not in default.

Please feel free to contact me with any questions.

Thank you.

Sincerely,

Jordan M. Smith

Encls.

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March 26, 2019

**VIA FEDEX**

Mr. Mario Castro  
419 West Hills Road  
Melville, NY 11747

**Re: Notice to the Court of Presentment**

*Mario E. Castro v. The Bank of New York Mellon, et al.*

Case No. 2:17-cv-04375-JS-GRB (U.S. District Court, Eastern Dist. of N.Y.)

Dear Mr. Castro:

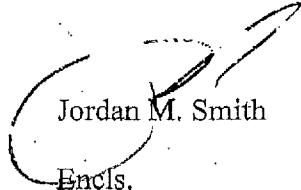
As you know, we represent defendants The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2006-OA11 Mortgage Pass-Through Certificates Series 2006-OA11 (**BoNYM**) and NewRez LLC d/b/a Shellpoint Mortgage Servicing (**Shellpoint**) in the above-referenced action. Shellpoint has received your so-called "Notice of Default in Dishonor" dated March 18, 2019.

As stated in the January 18, 2019, February 26, 2019, and March 22, 2019 letters to you (all of which are enclosed), because neither BoNYM nor Shellpoint has made you any offer, you cannot accept any offer, conditionally or otherwise. There is no contract between you and BoNYM or Shellpoint, as you claim. Because there is no agreement, BoNYM and Shellpoint are also not in default.

Please feel free to contact me with any questions.

Thank you.

Sincerely,

  
Jordan M. Smith

Encls.